

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and Family Tree Center, M.S. (CONTRACTOR) enter into this Contract (#06-009-MWP). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana Women's Prison (MWP)
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

*Family Tree Center, M.S.
Family Parent and Education Services
~~1120 North 30th Street~~ 2520 5th Avenue S
Billings MT 59101
(406) 252-9799*

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide the following services:

Assist the Montana Women's Prison in providing parenting services for the offender population. The parenting program will encompass the following segments and parenting modules as agreed upon by both parties.

- A. Evaluate MWP offenders for placement in the Parenting Program. Assess needs of offenders, formulate plans, screen, evaluate, and make referrals for appropriate program placement within the institution and/or community programs.
- B. Provide parenting programs in the form of group and/or individualized sessions. The contractor will provide (160) hours of facilitated sessions per month. The group sessions will be based on current parenting models. Individual sessions will be provided as needed only.
- C. Parenting programs shall include, but are not limited to the following modules, (changes to this program, modules or training must be mutually agreed upon before implementation):
 - a. **Reading programs:** Group based 8-session programs (1hour each) based on quality children's literature (which reflect the diversity of our national cultural heritage). The program is run as a small group (8-12 students).
 - i. Focus is primarily on the needs of children from birth through 11 years of age. The program promotes literacy and inspires parents to develop confidence, determination, and the desire to improve themselves. This positive attitude is reflected in their lives and the lives of their children. Upon completion of the program participants will be able to:
 - 1. Recognize basic themes from stories and how they relate to daily life.
 - 2. Become acquainted with story sharing techniques such as:
 - a. Reading with expressions, and answering children's questions.
 - b. Discuss effective parenting with other adults.
 - c. Use stories as a means of communicating with their children.
 - ii. Focus is primarily on expectant mothers and mothers of children 3 years and younger. The program promotes trust, autonomy, and initiative while stressing the importance of attachment, primary caregivers, and safe environments for young children. Upon completion of the program participants will be able to:

1. Recognize that birth includes the baby and a whole new role and relationship.
 2. A relationship that consists of a mother that considers the best interests of her child first.
- b. **Journaling:** Group based 8 session (1hour each) program based on expressing thoughts and feelings through chronicles of the offenders life with her child(ren). The program is run as a small group (8-12 students) focusing on the needs of the incarcerated mothers. All mothers are encouraged to take this class; even those who have chosen to relinquish custody of their child(ren). The journal when completed tells the story from the mothers perspective of her life with her child(ren): The mothers touching and detailed memories of her child and her hopes and dreams for this child. Journaling also covers the painful issue of leaving her child to come to prison. The process in creating the journal provides an outlet, which starts a healing journey while building love, relationships and family.
- c. **Parenting:** Group based 12-26 sessions (1-2 hours each) program based on providing knowledge about growth and child development, child guidance, communication and positive skills to improve parenting and grand parenting techniques. The program(s) are run as a small group (8-12 students) focusing on improving and promoting a nurturing and healthy family environment. Upon completion of the program(s) participants will be able to:
- i. Recognize positive and negative impacts on child development
 - ii. Understand the influence and impact of their family system
 - iii. How to make positive changes to enhance communication, esteem, and responsibility
 - iv. Understanding the impact of difficult circumstances on their child/adolescent.
- d. **Kid/Teen Day,** this program provides an interactive day for offender and child(ren) monthly. The day is made up of two sessions for a total of four hours (2 hours for children from birth through age 12, and 2 hours for children ages 13-18). This Kid/Teen day allows mothers to do age appropriate activities, celebrate important days, read books, have a snack and communicate with their child, while under the supervision of an adult trained in childhood development. Kid/Teen day allows mothers to practice new and emerging parenting skills in a supportive setting.
- e. **Mother/Mentor,** this program pairs an incarcerated mother, her child(ren) and mentor in a weekly supervised session for a total of 1-2 hours to do age appropriate activities. The mentor may choose to meet with the mother to discuss issues at a later time after the session is complete. Mother/Mentor partnership provides a supportive approach to parenting; while developing skills and bonds between the mother and child(ren) in a safe, friendly environment within the prison walls.
- f. **Grandmothers support group,** is 6 session (1hour each) program ran as a small group focusing primarily on parent involvement with child(ren) and grandchildren rearing. Allowing a productive discussion group to provide resolutions to problems with in the family unit. Provides direction in handling concerns while teaching the proper amount of interference/involvement in the rearing of grandchildren. Each group of women needs their own place to share their very different experiences, with freedom for each group to share in a safe and protected environment.
- g. **Pregnant Mother, New Born, Provider Facilitation,** this program is designed to provide the easiest transition as possible for the new mother, child and receiving guardian. The focus of this program is to provide continuity, information on parenting, organizations and on options, placement, and support during pregnancy, delivery, and placement of the child.

- h. **Community Collaboration**, this program is designed as a community partnership, to enhance reentry into the community for the offender. It includes presentations, phone calls and working together with community organizations such as; Big Brothers and Big Sisters, Dress for Success, Prerelease centers across the state, School District #2, Local Colleges, First Book, Boys and Girls Club and other programs and organizations.
- D. Participate and coordinate with the Montana Women's Prison Treatment Program team members as scheduled, currently every Wednesday.
- E. Maintain confidential offender files and ensure that record keeping requirements are completed according to MWP policies/procedures.
- F. Submit monthly reports on types of services provided and to which offenders.
- G. Provide input for statistical purposes to track program effectiveness.
- H. Provide input, write, prepare and submit Grant requests to support the Parenting Program at MWP.
- I. CONTRACTOR will supply program equipment, materials, supplies and family travel. (Grant money can be used if appropriate.)

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR **\$2,640.00** per month, not to exceed thirty one thousand six hundred eighty and 00/100 Dollars (\$31,680.00) per Fiscal Year for the services described herein.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT will occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final signature and shall terminate on June 30, 2006, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. Jo Acton, (406-247-5112), 701 South 27th Street, Billings, MT 59101 or successor serves as DEPARTMENT'S liaison.
- B. Mary Gilluly, (406-252-9799), 1120 North 30th Street, Billings, MT 59101 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

11. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the

subject matter of the Contract particularly with respect to information which is in the nature of a “trade secret” as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party’s pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis

and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. ARBITRATION

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

20. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

21. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

22. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

Date

CONTRACTOR

Mary Gilluly, Administrator
Family Tree Center, ~~M.S.~~

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT

CONTRACT #06-009-MWP

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Family Tree Center** (CONTRACTOR) 2520 5th Ave. S., Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of October 18, 2005 and Section 20 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2006 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide the following services:

Assist the Montana Women's Prison in providing parenting services for the offender population. The parenting program will encompass the following segments and parenting modules as agreed upon by both parties.

- J. Evaluate MWP offenders for placement in the Parenting Program. Assess needs of offenders, formulate plans, screen, evaluate, and make referrals for appropriate program placement within the institution and/or community programs.
- B. Provide parenting programs in the form of group and/or individualized sessions. The contractor will provide ~~(160)~~ (180) hours of facilitated sessions per month. The group sessions will be based on current parenting models. Individual sessions will be provided as needed only.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- E. DEPARTMENT shall pay CONTRACTOR ~~\$2,640.00~~ \$3,120.00 per month, not to exceed ~~thirty one thousand six hundred eighty and 00/100 Dollars (\$31,680.00)~~ thirty seven thousand four hundred forty and 00/100 Dollars (\$37,440.00) per Fiscal Year for the services described herein.

5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final signature and shall terminate on June 30, ~~2006~~ 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~five (5)~~ four (4) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

Date

CONTRACTOR

Mary Gilluly, Administrator
Family Tree Center

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date